

EXHIBIT 3

EXHIBIT B

Claim Form
Page 1

| [12760120v.1](#)

Deleted: 12760120v.1
Inserted: 12760120v.1
Deleted: 12760120v.1
Inserted: 12760120v.1
Deleted: 12760120v.1

CLAIM, RELEASE, AND CONSENT TO JOIN FORM

TO JOIN THIS LITIGATION AND MAKE A CLAIM FOR UNPAID OVERTIME, YOU MUST COMPLETE, SIGN, AND MAIL THIS CLAIM FORM IN THE ENCLOSED SELF-ADDRESSED STAMPED ENVELOPE ADDRESSED TO TERRENCE BUEHLER OF TOUHY, TOUHY & BUEHLER, LLP. THE CLAIM FORM MUST BE POSTMARKED ON OR BEFORE _____, 2011. IN THE ALTERNATIVE, YOU MAY FAX THIS CLAIM FORM USING THE FAX COVER SHEET PROVIDED TO 312-456-3838 ON OR BEFORE _____, 2011.

Name _____ (Please fill in change of address below)
Address 1 _____
Address 2 _____
City, State, Zip Code _____

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Deleted: 2010
Deleted: 0
Deleted: TO:

Deleted: ATTN: HARRIS v. SEYFARTH SHAW LITIGATION TOUHY, TOUHY, BUEHLER & WILLIAMS, LLP . 55 W. Wacker Drive, Suite 1400 . Chicago, IL 60601

Social Security Number: _____

Telephone Number (Home): _____

Telephone Number (Work): _____

Email Address: _____

INSTRUCTIONS

- (1) In order to be eligible for a settlement payment related to this case, you must complete, sign, and mail this Claim, Release, and Consent to Join Form ("Claim Form") in the enclosed envelope, so that it is postmarked on or before _____, 2011 or fax this claim form to 312-456-3838 on or before _____, 2011. If you have any questions about this process, please contact Class Counsel (contact information provided below).
- (2) If you move, please provide Class Counsel (addresses provided below) with your new address. It is your responsibility to keep a current address on file with Class Counsel.
- (3) You should not expect to receive your payment for approximately 20-25 days after the Final Approval Hearing of this Settlement. This will not occur any earlier than _____, 2011. If you have any questions about this matter, you may contact Class Counsel at the address and/or telephone number identified below.

Deleted: Y

Deleted: by First-Class U.S. Mail or equivalent, postage paid.
Deleted: 0
Deleted: 0
Inserted: 0

Deleted: , in order to be eligible for a settlement payment related to this case
Deleted: send
Deleted: If y
Deleted: are eligible to receive a settlement payment, you
Deleted: 2010

CLAIM

By my signature below, I certify under penalty of perjury that I worked as an Affirmative Action Advisor or Analyst for Seyfarth Shaw LLP and worked overtime hours for which I did not receive overtime compensation.

Deleted: 12760120v.1
Inserted: 12760120v.1
Deleted: 12760120v.1

RELEASE

By my signature below, I agree to fully release and discharge Seyfarth Shaw LLP on behalf of itself, all of its partners, related entities, predecessors, and successors, its and their assigns, officers, insurers, officials, directors, employees, agents, joint venturers, and owners from any and all claims, debts, liabilities; demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were alleged or that reasonably could have arisen out of the same facts alleged in the Litigation, including but not limited to any claims under federal or state law for unpaid wages, unpaid overtime, liquidated damages, punitive damages, unlawful deductions from wages, miscalculation of wage rates, failure to provide meal or rest periods, record-keeping violations, unjust enrichment, breach of implied or express contracts, quantum meruit, and promissory estoppel up to and including the date of Final Approval of this Settlement Agreement. This Release shall include, without limitation, claims that were raised, or that could have been raised, under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; the Illinois Minimum Wage Law, 820 ILCS 105/1-15 *et seq.*; the Illinois Wage Payment Act, 820 ILCS § 115 *et seq.*; the Eight Hour Work Day Act, 820 ILCS §145/1 *et seq.*; the Employment Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, including, but not limited to 29 U.S.C. § 1104 and any claims for benefits associated with underpaid or unpaid wages. Specifically excluded from this release are any claims of any kind or nature under the Americans' With Disabilities Act of 1990, the Family and Medical Leave Act, and the Illinois Human Rights Act.

CONSENT TO JOIN

By my signature below, I affirmatively state that I wish to join the above-captioned Litigation and to participate in and be bound by the Parties' proposed settlement in this matter, including the portion of the settlement relating to claims asserted under the FLSA and ERISA. I further consent to become a party plaintiff in the Action. By signing below, I hereby authorize counsel for Plaintiff to file this Claim Form and Consent to Join with the Court in this Lawsuit.

By signing below, I hereby designate the following lawyers ("Class Counsel") to represent me in this Litigation:

Terrence Buehler
Touhy, Touhy & Buehler, L.L.P.
55 West Wacker Drive
Suite 1400
Chicago , IL 60601
(312) 372-2209
Fax: (312) 456-3838
tbuehler@touhylaw.com

Suzanne Tongring
244 Madison Avenue
No. 3740
New York , NY 10016
(347) 482-1955
stongring@tongringlaw.com

Formatted: Normal, Space Before: 5 pt, After: 5 pt, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Font: 12 pt

Deleted: 12760120v.1

Inserted: 12760120v.1

Deleted: 12760120v.1

I agree to allow Class Counsel, including its employees, full and complete access to any and all confidential and personal information necessary to confirm the amount of any settlement payment owed to me.

By my signature below, I affirmatively state that I wish to join the above-captioned Litigation and to participate in and be bound by the Parties' proposed settlement in this matter, including the portion of the settlement relating to claims asserted under the FLSA.

I declare that the foregoing information supplied by the undersigned is true and correct and that this Claim, Release and Consent to Join Form was executed on _____, in _____

City

State

Signature

Deleted: the law firms of TONGRING LAW OFFICES and TOUHY, TOUHY, BUEHLER & WILLIAMS, LLP ("Class Counsel") to represent me in this Litigation.¶

Formatted: *Body Single>,bs>

Formatted: Font: Times New Roman, 12 pt

Deleted: ¶

Deleted: 12760120v.1

Inserted: 12760120v.1

Deleted: 12760120v.1

Exhibit A

Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1

| [12759316v.1](#)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LYNNE HARRIS)
)
Plaintiff,) Case No. 09-CV-3795
)
v.) Judge Elaine E. Bucklo
)
SEYFARTH SHAW LLP) Magistrate Judge Maria Valdez
)
Defendant.)
)

**NOTICE OF WAGE/HOUR COLLECTIVE ACTION SETTLEMENT
PLEASE READ CAREFULLY**

1. Why is this notice being sent and what is this case about?

This notice is to inform you of a collective action settlement in the case *Lynne Harris v. Seyfarth Shaw LLP*, Case No 09-cv-3795 (the “Litigation”) pending in the United States District Court for the Northern District of Illinois, Eastern Division. The Plaintiff claims that she and other affirmative action analysts and advisors were misclassified as exempt and should have received overtime compensation for any hours worked over forty in a workweek. Seyfarth Shaw LLP (“Seyfarth”) denies Plaintiff’s allegations in their entirety and assert that its pay practices with respect to affirmative action analysts and advisors comply with all legal requirements.

The Parties engaged in extensive settlement discussions, including a settlement conference before the Honorable Judge Elaine E. Bucklo. As a result of these settlement negotiations, the Parties entered into a Settlement Agreement to settle the claims raised by Plaintiff on behalf of herself and any Opt-In Class Members.

The Court has granted preliminary approval of the settlement and authorized the parties to send this notice to potential Opt-In Class Members. The Court has scheduled a hearing on [INSERT DATE SET BY BUCKLO TO APPROVE THE INDIVIDUAL SETTLEMENT AGREEMENTS] at _____ in Room 1438 at the United States District Court, Northern District of Illinois, Everett McKinley Dirksen Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 to determine whether to approve settlements to individual Opt-In Class Members.

If you are one of the individuals affected by this proposed settlement, you will receive money from this settlement, but only if you complete and submit the enclosed Claim, Waiver, Release, and Consent to Join Form (“Claim Form”) by [INSERT DATE 30 DAYS AFTER MAILING].

2. Who is affected by the proposed settlement?

Deleted: may receive
Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1

The parties' proposed settlement affects those individuals who were employed by Seyfarth as an affirmative action analyst or advisor at any time on or after June 23, 2006, who: (1) worked in excess of forty (40) hours in a workweek without receiving overtime compensation, and (2) who timely complete and submit the enclosed Claim Form by **[INSERT DATE 30 DAYS AFTER MAILING]**.

Deleted: since

3. What are the terms of the proposed settlement?

Under the Settlement Agreement, each Opt-In Class Member who returns a Claim Form shall receive a settlement payment of unpaid overtime and a 401(k) calculated as follows: Each Opt-In Class Members' hours worked will be determined by using records of time recorded by the Opt-In Class Member in Seyfarth's timekeeping system. For those workweeks in which an Opt-In Class Member worked overtime but only received his or her salary, unpaid overtime will be calculated using the following formula:

- Annual salary divided by 52 weeks = weekly salary;
- Weekly salary divided by total hours worked each week = weekly regular rate;
- Weekly regular rate multiplied by 0.5 multiplied by the number of overtime hours worked = weekly unpaid overtime.

Opt-In Class Members will receive the sum total of their weekly unpaid overtime for each workweek during the period from June 23, 2006 to February 28, 2010.

Deleted: of time going back to

Each Opt-In Class Member will also receive an amount equal to 7.5% of his or her unpaid overtime which reflects the amount Seyfarth would have contributed to the Opt-In Class Member's 401k plan during the year the overtime was earned. Seyfarth also agrees to pay each Opt-In Class Member an amount equal to any lost percent of income contribution the Opt-In Class Member would have otherwise made to his or her 401k plan, as well as an amount equal to the lost value of that investment, all of which will be deposited in the Opt-In Class Member's Seyfarth Shaw retirement plan. Only the lost percent of income contribution will be treated as pre-tax wages. To determine the lost value of any investment, Seyfarth will retain the services of its 401k plan provider, Charles Schwab, unless the parties can otherwise reach an agreement.

Deleted: Seyfarth also agrees to pay each Opt-In Class Member the lost value, if any, of any percent of income contribution to his or her 401k plan. These amounts will be treated as pre-tax wages, but will be deposited in the Opt-In Class Member's Seyfarth Shaw retirement plan.

Each Opt-In Class Member's total unpaid overtime amount will be treated as wages, from which applicable taxes and other withholdings shall be deducted and for which Seyfarth will issue an IRS Form W-2 at the end of the calendar year. Each Opt-In Class Member will also receive an amount equal to his or her total unpaid wages as liquidated damages, from which no taxes or other withholdings shall be deducted and for which Seyfarth will issue an IRS Form 1099.

4. What claims are being released as part of this settlement?

By participating in the settlement, you will be releasing all claims that were or could have been brought in the Lawsuit, which include all wage and hour claims of any kind against Seyfarth. The full release is outlined on the Claim Form.

Deleted: 12759316v.1

Inserted: 12759316v.1

Deleted: 12759316v.1

Inserted: 12759316v.1

Deleted: 12759316v.1

5. Who represents the Parties?

CLASS COUNSEL

Suzanne Tongring
244 Madison Avenue No. 3740
New York, NY 10016
(347) 482-1955
(stongring@tongringlaw.com)

Terrence Buehler

TOUHY, TOUHY & BUEHLER, LLP
55 W. Wacker Drive, Suite 1400
Chicago, IL 60601
(312) 372-2209
(tbuehler@touhylaw.com)

DEFENDANT'S COUNSEL

Jeffrey K. Ross
Rebecca Pratt Bromet
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, IL 60603-5577
(312) 460-5000

(jross@seyfarth.com)
(rbromet@seyfarth.com)

Formatted Table

Deleted: TONGRING LAW OFFICES

Deleted: ,

Deleted: & WILLIAMS

Deleted: Terrence Buehler

6. How will the attorneys for the Class be paid?

Seyfarth has agreed to pay Class Counsel's actual, reasonable fees, costs, and expenses incurred through October 23, 2009.

7. What are my options?

You have two options with regard to this Settlement. You can: (1) participate in the settlement by returning a Claim Form; or (2) do nothing. Details about each option and how choosing that option will affect your rights under the law are explained below.

8. What if I chose to file a Claim Form?

If you return the enclosed "Claim Form" by **[INSERT DATE 30 DAYS AFTER MAILING]** and the Court approves the Settlement, you will receive a monetary award based on the formula described above in Section 3. To participate in the settlement, you must complete a Claim Form and return it to Class Counsel with a postmark date of no later than **[DATE 30 DAYS AFTER MAILING]**. A copy of the Claim Form is enclosed with this notice and may also be obtained from Class Counsel.

Do not alter the Claim Form in any way. Claim Forms that are altered, unsigned, or untimely will be invalid and will preclude you from receiving funds under the settlement.

Upon Court approval, you will be deemed by the Court to have fully and irrevocably released and waived any and all claims you may have against Seyfarth pertaining to wages or hours of work under federal, state or local law through the date on which the Court approves the Settlement. You will be unable to bring any claim against Seyfarth that is included in the Release of Claims described below.

Deleted: 12759316v.1

Inserted: 12759316v.1

Deleted: 12759316v.1

Inserted: 12759316v.1

Deleted: 12759316v.1

| [12759316v.1](#)

If you chose to file a Claim Form, Class Counsel will be appointed as your attorney and their attorneys' fees, costs, and expenses related to your participation in this Litigation will be paid as part of the settlement.

9. What if I do nothing?

If you do not return the Claim Form enclosed with this Notice you will not receive any monetary payment from this Settlement. You will not be deemed to have released any of your federal or state wage and hour claims.

10. Who can answer questions regarding the settlement?

This notice only summarizes this Litigation, the settlement, and related matters. For more information or if you have any questions (including whether you would like to receive a copy of the Settlement Agreement to obtain additional details), you may contact Class Counsel at the addresses and numbers listed above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU DO HAVE
QUESTIONS, CALL CLASS COUNSEL**

Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1
Inserted: 12759316v.1
Deleted: 12759316v.1

| [12759316v.1](#)